Simon v. Adzilla, Inc [New Media] et al
Doc. 469

Exhibit A

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Attorneys for Plaintiffs
THE FACEBOOK, INC. and MARK ZUCKERBERG

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

THE FACEBOOK, INC. and MARK ZUCKERBERG,

Plaintiffs,

v.

CONNECTU, INC. (formerly known as CONNECTU, LLC), PACIFIC NORTHWEST SOFTWARE, INC., WINSTON WILLIAMS, and WAYNE CHANG,

Defendants.

Case No. 5:07-CV-01389-JW

PLAINTIFFS' [PROPOSED] JUDGMENT

On June 23, 2008, Plaintiffs Facebook, Inc. and Mark Zuckerberg's Confidential Motion to Enforce the Settlement Agreement came on for hearing before this Court. Plaintiffs were represented by I. Neel Chatterjee, Susan Resley, and Monte M.F. Cooper of Orrick, Herrington & Sutcliffe LLP. Defendant ConnectU, Inc. was represented by David Barrett and Steven Holtzman of Boies, Schiller & Flexner. Defendants Pacific Northwest Software, Wayne Chang and Winston Williams were represented by Scott R. Mosko of Finnegan Henderson Farabow Garrett & Dunner. ConnectU, Inc., Cameron Winklevoss, Tyler Winklevoss and Divya Narendra, plaintiffs in the related Massachusetts action,[1] were represented by John F. Hornick, also of the Finnegan firm.

On February 22 and 23, 2008, the parties engaged in mediation before Antonio Piazza. As a result of that mediation, the parties executed a Term Sheet and Settlement Agreement ("Settlement Agreement"). On April 23, 2008, Plaintiffs filed a Confidential Motion to Enforce the Settlement Agreement. Dkt. 329.

The Court having adjudicated the issues raised in Plaintiffs' Motion (Dkt. 329) and Reply (Dkt. 420), as well as Defendant ConnectU's Opposition (Dkt. 407), Sur-Reply (Dkt. 438) and Additional Authorities (Dkt. 454), and admissible portions of the affidavits and declarations relating thereto:

It is hereby ORDERED, ADJUDGED AND DECREED that Plaintiffs' Confidential Motion to Enforce the Settlement Agreement is GRANTED, as follows:

1. The Parties to this action, as well as the related Massachusetts Actions, shall comply with all terms of the Settlement Agreement, which is attached hereto in redacted form as Exhibit 1.

2. The Parties are deemed to have agreed to and executed the Mutual Release of Claims, attached hereto as Exhibit 2.

3. Within five Court days after ConnectU and its related parties have either a) irrevocably waived their right to appeal this Judgment or b) all appeals taken are final, each of

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[1] *ConnectU LLC v. Facebook, Inc., et al*, Case No. 1:04-cv-11923-DPW; and *ConnectU, Inc., et al v. Facebook, Inc., et al*, Case No. 1:07-cv-10593-DPW, currently pending in the District of Massachusetts,

ConnectU's shareholders will transfer to an entity identified in writing by Facebook, Inc. all of said shareholders' ConnectU stock. At the same time, ConnectU's current Board of Directors will provide to an entity identified in writing by Facebook, Inc. all of ConnectU's assets, books and records, including all information required to operate the business and website www.connectu.com.

4. Within five Court days after ConnectU and its related parties have either a) irrevocably waived their right to appeal this Judgment, or b) all appeals taken are final, Facebook, Inc. will place cash, as specified in the Settlement Agreement, into an escrow account established, paid for, and maintained by Cameron Winklevoss, Tyler Winklevoss and Divya Narendra. The cash shall remain in said escrow until the Attorneys' Lien filed by Quinn Emanuel Urquhart Oliver & Hedges, LLP is resolved. Subject to resolution of the Notice of Lien filed by the Quinn Emanuel firm, Facebook will place shares of Facebook, Inc. common stock, as specified in the Settlement Agreement, into an escrow account established, paid for, and maintained by Cameron Winklevoss, Tyler Winklevoss and Divya Narendra. The proceeds placed in the escrow account will be released only upon mutual agreement between the Quinn Emanuel firm, on the one hand, and Cameron Winklevoss, Tyler Winklevoss, and Divya Narendra, on the other, or pursuant to Court Order allocating the proceeds. Such shares of Facebook, Inc. common stock shall be in certificate form bearing the legend set forth in Exhibit 3 to this Judgment and any other legends required by law. Upon Facebook, Inc.'s transfer to said escrow account, Facebook, Inc. will have no further cash or stock payment obligations pursuant to the Settlement Agreement to any party or its present or former counsel.

5. Plaintiffs may file a motion for attorneys' fees or Bill of Costs to recover their attorneys fees and/or costs associated with enforcing the Settlement Agreement.

6. The Court shall retain jurisdiction to enforce this Judgment.

Date: ____________________

____
Honorable James Ware
United States District Judge
Northern District of California

Exhibit 1

Term Sheet & Settlement Agreement

1) The following will settle all disputes between ConnectU and its related parties, on the one hand and Facebook and its related parties, on the other hand.

2) All parties get mutual releases as broad as possible and all cases are dismissed with prejudice. Each side bears their own attorneys fees and costs.

3) All terms of agreement are confidential, no party disparages any other parties and no party will comment further publicly related to facts underlying or related to this dispute. The parties will agree on any public statements. A violation of the publicity and confidentiality provision of this paragraph shall be submitted to a binding arbitrator who may award injunctive relief and damages up to [redacted] million. Redacted

~~3) This Agreement is subject to the continuing enforcement of the court in San Jose to the current action~~

4) The parties stipulate that the San Jose Federal court shall have jurisdiction to enforce this agreement

5) The parties agree that they may execute more formal documents but these terms are binding and this document may be submitted into evidence to enforce this agreement.

6) ConnectU founders represent and warrant (1) They have no further right to assert against Facebook (2) They have no further claims against Facebook & its related parties

Redacted

7) All connectU stock in exchange for [redacted] in cash & [redacted] common shares in facebook. The terms of the shares shall include a requirement that all votes related to the

Redacted

* consistent with a tock and cash for sto`: acquisition.

shares will be voted in accordance with the Board of Director's reccomendations and be subject to the same anti-dilution protections afforded to Series D preffered stock. ~~The form~~ Facebook will determine the form & documentation of the acquisition of ConnectU's shares.* Facebook represents that it currently has

Redacted [redacted] fully diluted shares outstanding.

facebook, Inc.

Connect U, Inc.

Mark Zuckerberg

Cameron Winklevoss

Tyler Winklevoss

Divya Narendra

Exhibit 2

MUTUAL RELEASE OF CLAIMS

This Mutual Release of Claims ("Mutual Release") shall be effective five (5) Court days after the judgment entered on July ____, 2008, in *Facebook, Inc. and Mark Zuckerberg v. ConnectU, Inc., et al*, Case No. 5:07-cv-01389-JW, in the United States District Court for the Northern District of California, becomes final and non-appealable (the "Effective Date").

In consideration of the mutual covenants, agreements and undertakings set forth in this Mutual Release, the Parties do hereby agree as follows:

1. Mutual Releases

Except for any claims, rights, actions, or causes of action that arise out of, relate to, or are connected with the breach of any obligation of any of the Parties under this Mutual Release or the Settlement Agreement, which is attached as Exhibit A to the Judgment:

1.1 Facebook, Inc. for itself and its current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, and each of their legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges ConnectU LLC, ConnectU, Inc., Tyler Winklevoss, Cameron Winklevoss, Divya Narendra, Pacific Northwest Software, Inc., Winston Williams, Wayne Chang, and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, that were, or could have been asserted in the Lawsuits.

1.2 TheFacebook LLC, for itself and its current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, and any and all persons, firms, corporations and partnerships which he controls or which claim through him, and each of their legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges ConnectU LLC, ConnectU, Inc., Tyler Winklevoss, Cameron Winklevoss, Divya Narendra, Pacific Northwest Software, Inc., Winston Williams, Wayne Chang, and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, that were, or could have been asserted in the Lawsuits.

1.3 Mark Zuckerberg, for himself and his current and former partners, limited partners, agents, attorneys, servants, employees, independent representatives, assigns, affiliates, and any and all persons, firms, corporations and partnerships which he controls or which claim through him, and each of their legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges ConnectU LLC, ConnectU, Inc., Tyler Winklevoss, Cameron Winklevoss, Divya Narendra, Pacific Northwest Software, Inc., Winston Williams, Wayne Chang, and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, that were, or could have been asserted in the Lawsuits.

1.4 Dustin Moskovitz, for himself and his current and former partners, limited partners, agents, attorneys, servants, employees, independent representatives, assigns, affiliates, and any and all persons, firms, corporations and partnerships which he controls or which claim through him, and each of their legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges ConnectU LLC, ConnectU, Inc., Tyler Winklevoss, Cameron Winklevoss, Divya Narendra, Pacific Northwest Software, Inc., Winston Williams, Wayne Chang, and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, that were, or could have been asserted in the Lawsuits.

1.5 Christopher Hughes, for himself and his current and former partners, limited partners, agents, attorneys, servants, employees, independent representatives, assigns, affiliates, and any and all persons, firms, corporations and partnerships which he controls or which claim through him, and each of their legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges ConnectU LLC, ConnectU, Inc., Tyler Winklevoss, Cameron Winklevoss, Divya Narendra, Pacific Northwest Software, Inc., Winston Williams, Wayne Chang, and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, that were, or could have been asserted in the Lawsuits.

1.6 Andrew McCollum, for himself and his current and former partners, limited partners, agents, attorneys, servants, employees, independent representatives, assigns, affiliates, and any and all persons, firms, corporations and partnerships which he controls or which claim through him, and each of their legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges ConnectU LLC, ConnectU, Inc., Tyler Winklevoss, Cameron Winklevoss, Divya Narendra, Pacific Northwest Software, Inc., Winston Williams, Wayne Chang, and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, that were, or could have been asserted in the Lawsuits.

1.7 Eduardo Saverin, for himself and his current and former partners, limited partners, agents, attorneys, servants, employees, independent representatives, assigns, affiliates, and any and all persons, firms, corporations and partnerships which he controls or which claim through him, and each of their legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges ConnectU LLC, ConnectU, Inc., Tyler Winklevoss, Cameron Winklevoss, Divya Narendra, Pacific Northwest Software, Inc., Winston Williams, Wayne Chang, and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, that were, or could have been asserted in the Lawsuits.

1.8 ConnectU, Inc. for itself and as the successor of ConnectU LLC and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, and each of their legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges Facebook, Inc., TheFacebook LLC, Mark Zuckerberg, Dustin Moskovitz, Andrew McCollum, Christopher Hughes, Eduardo Saverin and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, that were, or could have been asserted in the Lawsuits.

1.9 Pacific Northwest Software, Inc., for itself and its current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, and each of their legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges ConnectU, Inc., ConnectU LLC, Facebook, Inc., TheFacebook LLC, Mark Zuckerberg, Dustin Moskovitz, Andrew McCollum, Christopher Hughes, Eduardo Saverin, and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, that were, or could have been asserted in the Lawsuits.

1.10 Cameron Winklevoss, for himself and his current and former partners, limited partners, agents, attorneys, servants, employees, independent representatives, assigns, affiliates, and any and all persons, firms, corporations and partnerships which he controls or which claim through him, and each of his legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges ConnectU, Inc., ConnectU LLC, Facebook, Inc., TheFacebook LLC, Mark Zuckerberg, Dustin Moskovitz, Andrew McCollum, Christopher Hughes, Eduardo Saverin, and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, that were, or could have been asserted in the Lawsuits.

1.11 Tyler Winklevoss, for himself and his current and former partners, limited partners, agents, attorneys, servants, employees, independent representatives, assigns, affiliates, and any and all persons, firms, corporations and partnerships which he controls or which claim through him, and each of his legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges ConnectU, Inc., ConnectU LLC, Facebook, Inc., TheFacebook LLC, Mark Zuckerberg, Dustin Moskovitz, Andrew McCollum, Christopher Hughes, Eduardo Saverin, and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, that were, or could have been asserted in the Lawsuits.

1.12 Divya Narendra, for himself and his current and former partners, limited partners, agents, attorneys, servants, employees, independent representatives, assigns, affiliates, and any and all persons, firms, corporations and partnerships which he controls or which claim through him, and each of his legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges ConnectU, Inc., ConnectU LLC, Facebook, Inc., TheFacebook LLC, Mark

Zuckerberg, Dustin Moskovitz, Andrew McCollum, Christopher Hughes, Eduardo Saverin, and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, that were, or could have been asserted in the Lawsuits.

1.13 Wayne Chang, for himself and his current and former partners, limited partners, agents, attorneys, servants, employees, independent representatives, assigns, affiliates, and any and all persons, firms, corporations and partnerships which he controls or which claim through him, and each of his legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges ConnectU, Inc., ConnectU LLC, Facebook, Inc., TheFacebook LLC, Mark Zuckerberg, Dustin Moskovitz, Andrew McCollum, Christopher Hughes, Eduardo Saverin, and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, that were, or could have been asserted in the Lawsuits.

1.14 Winston Williams, for himself and his current and former partners, limited partners, agents, attorneys, servants, employees, independent representatives, assigns, affiliates, and any and all persons, firms, corporations and partnerships which he controls or which claim through him, and each of his legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges ConnectU, Inc., ConnectU LLC, Facebook, Inc., TheFacebook LLC, Mark Zuckerberg, Dustin Moskovitz, Andrew McCollum, Christopher Hughes, Eduardo Saverin, and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, that were, or could have been asserted in the Lawsuits.

1.15 The Parties acknowledge that there are or may be facts or circumstances related to the matters released in this Mutual Release of which they are not aware, and they further acknowledge that they may have suffered or might in the future suffer damages or other financial or other injury of which they are not aware or do not or cannot anticipate. The parties further acknowledge that the facts, circumstances, damages, or injury, if known or suspected, might affect their willingness to enter into this Mutual Release or to agree to the terms set forth herein. The Parties nonetheless intend to enter into this Mutual Release and to agree to all of the terms set forth herein, and they specifically intend to give the releases set forth in paragraph 1 hereof, notwithstanding the fact that the matters released include or might include claims based on unknown or unsuspected facts or circumstances or unknown or unsuspected damages or injury. The Parties intend that the releases set forth in herein will apply to all matters within their scope, known or unknown, suspected or unsuspected except for any claims, rights, actions, or causes of action that arise out of, relate to, or are connected with the breach of any obligation of any of the Parties under this Mutual Release . The Parties acknowledge that they are familiar with California Civil Code Section 1542, which reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Parties expressly, knowingly, and intentionally waive and relinquish any and all rights which they have under Section 1542 and any other similar state or federal statute, rule, or principle.

2. General Provisions

2.1 Acknowledgment of Authority

Each Party represents and warrants to all other Parties as of the Effective Date that:

(a) it has the authority to (i) enter into this Mutual Release, and (ii) undertake and fully perform its obligations under this Mutual Release;

(b) all necessary consents, approvals and authorizations of all regulatory and governmental authorities and other Persons required to be obtained by it in connection with (i) the execution and delivery of this Mutual Release, and (ii) the performance of its obligations hereunder have been obtained.

2.2 Voluntary Execution

The Parties declare that the execution of this Mutual Release is made by them with their full informed knowledge of this Mutual Release and consent, following the opportunity to consult with legal counsel of their choosing, and without relying on any statement, promise or representation made by the other Party or its or his counsel.

2.3 Parties Advised by Counsel

The Parties further declare that this Mutual Release has been negotiated between unrelated Parties who are sophisticated and knowledgeable in the matters contained in this Mutual Release, who have acted in their own self interest, and who have been represented by legal counsel. This Mutual Release shall not be interpreted or construed against any Party to this Mutual Release because that Party or any attorney or representative for that Party drafted or participated in the drafting of this Mutual Release.

2.4 No Admission of Liability. This Mutual Release does not constitute and shall not be construed as an admission or acknowledgment of any wrongdoing or liability of or by any of the Parties. The Mutual Release is being entered into solely for the convenience of the Parties to end litigation among them.

2.5 No Waiver

No term or provision hereof will be considered waived by any Party, and no breach excused by any Party, unless such waiver or consent is in writing and signed by an authorized representative on behalf of the Party against whom the waiver is asserted. No consent by any Party to, or waiver of, a breach by any Party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other different or subsequent breach by any Party.

2.6 Amendment and Modification

This Mutual Release may be amended, modified and/or supplemented only by means of a written amendment, signed by the Parties or the authorized representatives of the Parties sought to be bound thereby, which specifically refers to this Mutual Release.

2.7 Counterparts

This Mutual Release may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same instrument.

2.8 Severability

If any term or provision of this Mutual Release or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Mutual Release or the application of such terms or provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term and provision of this Mutual Release shall be valid and enforceable to the fullest extent permitted by law.

2.9 Entire Agreement and Facsimile Execution

Except as expressly set forth herein, this Mutual Release embodies the full intention of the Parties set forth in Paragraphs 1-6 of the Settlement Agreement. This Mutual Release may be executed in counterparts and via facsimile and such counterparts shall be treated as an original or when signed, via facsimile, by all Parties; nevertheless, any one of the Parties may require the follow-up exchange of originals in hardcopy by so requesting in writing within five (5) days of counterpart or facsimile execution.

2.10 Further Acts

Each Party to this Mutual Release agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Mutual Release.

3. ***Facebook v. Saverin*, Case No. 105 CV 039867**

Nothing in this Mutual Release shall be construed to affect the rights and obligations of the parties to *Facebook, Inc., TheFacebook LLC and Mark Zuckerberg v. Eduardo Saverin*, Case No. 105 CV 039867, which is currently pending in the Superior Court of California, Santa Clara County.

IN WITNESS WHEREOF, the Parties hereto have caused this Mutual Release to be signed below by their respective duly authorized representatives.

FACEBOOK, INC.	CONNECTU, INC.
By: __________________________	By: __________________________
Name: __________________________	Name: __________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________
MARK ZUCKERBERG	CAMERON WINKLEVOSS
By: __________________________	By: __________________________
Date: __________________________	Date: __________________________
ANDREW MCCOLLUM	TYLER WINKLEVOSS
By: __________________________	By: __________________________
Date: __________________________	Date: __________________________
DUSTIN MOSKOVITZ	DIVYA NARENDRA
By: __________________________	By: __________________________
Date: __________________________	Date: __________________________
CHRISTOPHER HUGHES	PACIFIC NORTHWEST SOFTWARE
By: __________________________	By: __________________________
Date: __________________________	Date: __________________________

EDUARDO SAVERIN	WINSTON WILLIAMS
By: ____________________________	By: ____________________________
Date: ____________________________	Date: ____________________________
THEFACEBOOK LLC	WAYNE CHANG
By: ____________________________	By: ____________________________
Name: ____________________________	Date: ____________________________
Title: ____________________________	
Date: ____________________________	

Exhibit 3

The following legend shall appear on certificates of Facebook, Inc. common stock issued pursuant to this Judgment:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH REGISTRATION IS NOT REQUIRED, OR UNLESS SOLD PURSUANT TO RULE 144 OF SUCH ACT.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN AGREEMENT WITH REGARD TO THE VOTING OF SUCH SHARES, AS PROVIDED IN THAT CERTAIN TERM SHEET & SETTLEMENT AGREEMENT PURSUANT TO WHICH SUCH SHARES WERE ORIGINALLY ISSUED. A COPY OF SUCH TERM SHEET & SETTLEMENT AGREEMENT IS ON FILE IN THE OFFICE OF THE SECRETARY OF THE ISSUER.